



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI BRUNEI DARUSSALAM**  
**Brunei Darussalam**

**AND**

**UNIVERSITAS NEGERI GORONTALO**  
**Indonesia**

**14 May 2008**

This Memorandum of Understanding is signed this **14<sup>th</sup> day of May 2008**,

**BETWEEN**

Universiti Brunei Darussalam, a body corporate established under the Universiti Brunei Darussalam Act (Chapter 157 of the Laws of Brunei) and having an address at Jalan Tungku Link, Gadong BE 1410, Brunei Darussalam (hereinafter referred to as "UBD")

**AND**

Universitas Negeri Gorontalo, an institution of higher education under the Directorate General of Higher Education (DGHE), Ministry of National Education Republic of Indonesia, having an address at Jalan Jenderal Sudirman, No. 6, Kota Gorontalo, Indonesia (hereinafter referred to as "UNG"),

hereinafter collectively referred to as "the Participants" and individually referred to as "the Participant" unless otherwise described.

**WHEREAS:**

UBD and UNG are desirous of establishing an academic link and a working relationship of cooperation and collaboration,

based on principles of equity and reciprocity, this Memorandum of Understanding will serve as a general framework for cooperation between the two Participants and is intended to facilitate discussions for more specific programmes of collaboration.

**Section 1**

**SCOPE AND FIELDS OF ACADEMIC LINK AND COOPERATION**

*Within fields that are mutually acceptable to both institutions, the academic link and cooperation between UBD and UNG will include the following:*

**1.1 Exchange of Students**

Exchange of Students, both undergraduate and postgraduate, may take place for the purpose of visit, study or research for a duration to be mutually agreed. Students may be accepted as non-graduating students and/or for attachments to undertake research on such terms and conditions to be agreed upon mutually in writing between the two Participants.

**1.2 Exchange of Staff**

Exchange of Staff between the two Participants may take place for purposes that will be mutually beneficial to both Participants. Such purposes may include study visits, discussions, research, teaching, training, supervision of postgraduate students or academic development. Exchange of Staff may be extended to administrative,

library and non-teaching staff in various areas for the purpose of visits, work attachments or training courses.

**1.3 Exchange of Publications**

The Participants agree to exchange academic, scientific, historical and research publications and literature in areas of agreed mutual collaboration between them. Exchange of Publications may include the exchange of audio-visual materials and other items for teaching and research.

**1.4 Collaborative Research and Teaching Programmes**

The Participants agree to explore possibilities of developing joint or collaborative research and teaching programmes in fields of mutual interest. Such collaborative research and teaching programmes may include seminars leading to publications, field work for joint research projects, short courses, summer schools and team teaching. The Participant which initiates a research project or other activity in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such terms and conditions to be agreed upon mutually in writing between the two Participants.

**1.5 Cooperation in Other Areas**

The academic link and cooperation between the Participants may be extended to other areas not mentioned above, subject to mutual agreement in writing.

## **Section 2 EXCHANGE PROCEDURE**

*The procedures to be followed in implementing any exchange scheme or any form of cooperative work under this Memorandum of Understanding will be as follows:*

- 2.1 The scope, terms, conditions and other details of any exchange programme or cooperative work to be implemented by the Participants shall be separately negotiated by representatives of both Participants, and confirmed by the Participants through specific and detailed Agreements.
- 2.2 Such terms and details of any proposed exchange programme or cooperative work shall not be binding until approved in writing by the relevant authorities of both Participants under the signatures of the Vice Chancellor of UBD and the Rector of UNG.
- 2.3 The exchange of staff, students or publications need not be reciprocal simultaneously.



### **Section 3 FINANCIAL ARRANGEMENTS**

*The financial arrangements in establishing any exchange programme or any form of cooperative work under this Memorandum of Understanding will be based on the following principles:*

- 3.1 Both Participants understand that all financial arrangements for any exchange programme or cooperative work will have to be negotiated and mutually agreed in writing between the Participants ***depending on the availability of funds.***
- 3.2 Nothing shall diminish the full autonomy of either Participant, nor will any constraints or financial obligations be imposed by either upon the other in carrying out this Memorandum of Understanding.

### **Section 4 JOINT INTELLECTUAL PROPERTY**

*The following provisions on intellectual property rights will apply:*

- 4.1 All findings derived from the collaborative research between both Participants under this Memorandum of Understanding shall be the joint property of both Participants unless otherwise mutually agreed by the Participants.
- 4.2 Both Participants shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between both Participants under this Memorandum Of Understanding, unless otherwise mutually agreed by the Participants.

### **Section 5 CONFIDENTIALITY**

*The following provision will apply:*

- 5.1 Both Participants agree to treat all information pertaining to this, or derived from, this Memorandum of Understanding, obtained in writing or by other means during, and after the expiration of, this Memorandum of Understanding as confidential, and shall not transmit such information without the written consent of the Participants giving the information.

### **Section 6 DURATION AND TERMINATION**

*The following provisions will apply:*

- 6.1 This Memorandum of Understanding shall commence on the date of signature and shall continue to be effective for three (3) years. After

this initial 3-year period, the Memorandum may be extended for a further 3-year period upon mutual written consent by the Participants.

- 6.2 Notwithstanding the paragraph immediately above, this Memorandum of Understanding may be terminated by either Participant giving written notice to the other at least six (6) months prior to the proposed date of termination.
- 6.3 Notwithstanding the paragraph immediately above, the provisions of this Memorandum of Understanding, or any other written agreement in respect of any on-going exchange programme or cooperative work under this Memorandum of Understanding, shall continue to apply until their completion unless both Participants mutually agree in writing to the earlier termination of the programme or cooperative work.

## **Section 7 IMPLEMENTATION**

- 7.1 For the purpose of implementing this Memorandum of Understanding, the Participants will communicate with each other through the designated focal points of the Participants as follows:

### **For UBD:**

Director, International Office  
Universiti Brunei Darussalam  
Jalan Tungku Link, BE 1410  
Brunei Darussalam  
Email: [rosramly@lc.ubd.edu.bn](mailto:rosramly@lc.ubd.edu.bn)

### **For UNG:**

Director, International Affairs  
Universitas Negeri Gorontalo  
Jalan Jenderal Sudirman, No. 6, Kota Gorontalo,  
Indonesia  
Email: [affairsinternational@yahoo.co.id](mailto:affairsinternational@yahoo.co.id)

## **Section 8 MISCELLANEOUS**

- 8.1 For the purposes under this Memorandum of Understanding, the responsible authorized signatories shall be the Vice Chancellor of Universiti Brunei Darussalam and the Rector of Universitas Negeri Gorontalo.

- 8.2 Nothing in this Memorandum of Understanding will be construed as creating any legal obligation between the two Participants.

**IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING  
WHEREOF**

*the Participants hereunto affix their signatures.*

***Signed in duplicate, in Kota Gorontalo, on this 14<sup>th</sup> day of May  
2008, both texts being equally authentic.***



**DATO PADUKA DR HAJI ISMAIL  
HAJI DURAMAN  
Vice-Chancellor  
Universiti Brunei Darussalam**



**PROF. DR. IR. H. NELSON  
POMALINGO  
Rector  
Universitas Negeri Gorontalo**

Date Signed: **14<sup>th</sup> May 2008**

Date Signed: **14<sup>th</sup> May 2008**